BEFORE THE
DEPARTMENT OF TRANSPORTATION
WASHINGTON, D.C.

----------X

In the Matter of

AEROLINEAS ARGENTINAS, S.A. Docket: OST-2003-15092

Under Section 41310(c) of the International Air Transportation Fair Competitive Practices Act, as amended

----------X

NOTICE OF FILING
TRANSLATION OF DECISION

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Dated: December 12, 2003

BEFORE THE
DEPARTMENT OF TRANSPORTATION
WASHINGTON, D.C.

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In the Matter of

AEROLINEAS ARGENTINAS, S.A. Docket: OST-2003-15092

Under Section 41310(c) of the International Air Transportation Fair Competitive Practices Act, as amended

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NOTICE OF FILING
TRANSLATION OF DECISION

In accordance with Order 2003-12-7, Aerolineas Argentinas attaches a copy of a translation of Aerolineas Argentinas S.A. v. ___-PEN National Government Dept. 577/02 Re: Action for Adjudication of Substantive Rights, (November 27, 2003) ("Aerolineas Sala II Decision"), the decision of the Argentine appellate court, Sala II, discussed in Aerolineas' Motion for Stay of Proceedings dated December 4, 2003. The Sala II court had previously rendered a decision in a similar case, Lufthansa Lineas Aereas Alemanes S.A. Inc. Med vs. EN Decree 577/02 s/[autonomos] Precautionary Measure (November 19, 2002) (the "Lufthansa Sala II Decision"), and annexed a copy of the Lufthansa Sala II Decision to the Aerolineas Sala II decision, which is also attached hereto.

I understand that both decisions require the respective airlines to pay airport charges for international flights on a "3-for-1" basis, to the airport operator, with the airport operator charged with applying one peso to the airport operator's account and two pesos to be placed in an escrow with reports to the court.

In the case of Aerolineas it is obligated to pay the two pesos it previously did not pay going back to the date of the trial court injunction, September 3, 2002.

Respectfully submitted,

By: _____

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Dated: December 12, 2003

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document on the following persons by e-mail, except for the Ambassador of the Argentine Republic who was served by Federal Express:

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Dated: December 12, 2003

[Handwritten:] Withdraw 3/12/03 3610 [Printed:] Judicial Branch of the Nation
[Handwritten:] 5522a [Left margin:] OFFICIAL USE

183,000/02 "Aerolíneas Argentinas SA (Inc.) v/ EN - PEN
National Government
Dept. 577/02 Re: Action for Adjudication of
Substantive Rights

Buenos Aires, November *27*, 2003

WHEREAS, CONSIDERING:

1st) That on folios 466 and verso Court I of the Chamber remitted the records upon considering that the questions raised in the proceedings must be examined and resolved by this Court.

It pointed out that this case was brought to the Court to hear with respect to the appeals filed by Aeropuertos Argentina 2000 S.A. and the National Government against the precautionary measures executed by the lady judge of first instance which stayed the executory effects of decrees 577/02 and 1910/02 with respect to the taxes for international aeronautical services which Aerolíneas Argentinas must pay until a sentence is handed down or the procedure provided for in decree 1535/02 terminates, whichever happens first.

It pointed out that in the case "Aerolíneas Argentinas SA (Inc.) v/ EN - Head of the Cabinet of Ministers – Re: Action for Adjudication of Substantive Rights"– precautionary measure incident–the lady judge in charge of legal district No. 3 admitted the precautionary measure requested and ordered ORSNA (Regulating Unit of the National Airport System), as the applicable authority and notifying the Board of Representatives of Airline Companies, the air transport companies which provide international air services, the Civic Crusade Civil Association for the Defense of Consumers and Users of Public Services, and in general the individuals who are users of the airport service and others who are obliged to pay the taxes for international flights to refrain from weakening or hindering the normal collection of the charges for such services in keeping with what was established in decree 577/02. It added that this decision was served on Aerolíneas Argentinas S. A. on folios 510.

It stated that in the complaint filed by the company Lan Chile–file 140,909/02– and as a consequence of the notification of the precautionary measures to air transport companies which provide international air services, this Court held that the complainant was in the right in so far as it did not have the character of a third party extraneous to the incidental proceeding and which claimed its incorporation in order to defend self-interest in the character of an adversary.

2nd) That in the abovementioned complaint, this Court also held that the airline company showed up for the proceeding for the purpose of a voluntary intervention and that because of the lady judge's decision, it would turn out to be directly affected by the precautionary measure, that is, a main target of the measures ordered there.

3rd) That as a consequence of the result of the precautionary measures granted by

the judges in this case and in "Aeropuertos Argentina 2000," it turns out that Aerolíneas Argentinas SA obtained the suspension of the effects of decree 577/02–here–and on the other hand was obligated to refrain from weakening or hindering the normal collection of the charges for such services in keeping with what was established in decree 577/02 ("Aeropuertos" case).

4th) That independently of the provisional remedies mentioned in the previous whereas clause, one may point out that the object claimed in both suits is not the same. In this case, the plaintiff brought a merely declarative suit so that unconstitutionality of decrees 577/02 and 1910/02 would be declared because it considered that they violated law 25,561 and so that the state of uncertainty with respect to payment of the air taxes by international services would come to an end. In the "Aeropuertos" case the plaintiff brought an action for adjudication of substantive rights with respect to the contractual rights the substantive recognition of which it seeks.

5th) Subsequently, in said "Aeropuertos" case the plaintiff broadened its claim, proclaimed the dictate of decree 577/02 to be a new fact, and requested that it be declared that the collection of international air taxes is excluded from law 25,561 of economic emergency and that they must be credited in dollars in view of the legal nature of international air transport contracts.

6th) In this way the only common question in both cases is what is related to the precautionary measure requested.

7th) That having been settled, taking into account the remission made by Court I and also the possible consequences occasioned by the precautionary measures to those who have been referred to, for reasons of judicial security, it is convenient to order the assignment of both cases to a single appeals court (this Court "Sociedad Inversora de Trabajadores del Chaco [Investment Company of Workers of the Chaco] vs. BCRA" of 2-12-02). From this point of view, it is the judge's duty to avoid the possibility of handing down contradictory pronouncements (Court I Bank Boston vs. OSBA" Injunction II of 9-8-99), and with attention to what this Court prevented in the case "Aerolíneas Argentinas SA (Inc.) v/ National Government - Head of the Cabinet of Ministers - decree 163/98 Re: action for adjudication of substantive rights "--file 19,483/2001–and its incidental questions, it is fitting to accept intervention in these proceedings. IT IS THUS DECIDED.

8th) That the question to be resolved in this incident is substantially analogous to the question which was resolved, by a majority, on November 19, 2002–clarified on 2-20-03–in the proceeding "Lufthansa German Airlines S.A. vs. National Government - dictate 577/02-precautionary measure (autonomous)–incl. meas.–a decision to which one may refer because of its brevity and for reasons of procedural economy.

183,000/02 "Aerolíneas Argentinas SA (Inc.) v/ EN - PEN
Decree 577/02 Re: Action for Adjudication of Substantive Rights

That the solution arrived at is not modified by the circumstance that decree 1227/2003 ratified the agreement made between the head of the Cabinet of Ministers and Aeropuertos Argentina 2000 SA for the purpose of surmounting administrative and judicial conflicts bought up between the parties, given that through decree 878/03 (B.O. 10-9-03) its effects were stayed and it was ordered that Unit of Renegotiation and Analysis of Public Services Contracts created by decree 311/03 must carry out the process of renegotiation of the franchise contract made between the National Government and Aeropuertos Argentina 2000 SA for the exploitation, administration and functioning of the National System of Airports approved by decree 163/98 (art. 2).

9th) In keeping with what has been pointed out, the measure requested with the scope set in Whereas clause 7 of the precedent invoked is approved, and it is put on record that the manner of compliance with the precautionary measure is extended to all the taxes received and paid by Aerolíneas Argentinas SA since the pronouncement of the lady judge of the first instance who issued the precautionary measure (9-3-02). Costs are imposed in the order caused in consideration of the particular circumstances of the case and the way in which it is resolved. (Art. 68, second part, of the CPCC [Civil and Commercial Procedural Code]). IT IS THUS RESOLVED.

Dr. Marta Herrera does not sign this out of attention to the abstention ordered on fs. 572 because of the peremptory challenge formulated on fs. 376.

Let it be recorded, served, and a copy of the precedent invoked added, and let it be remitted.

[s. illegible]
JORGE HÉCTOR DAMARCO

[s. illegible]
M.I. GARZÓN DE CONTE GRAND

[stamp:] ADMINISTRATIVE TRIAL COURT No. 2
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December 11, 2003

To whom it may concern:

This is to certify that the attached translation from Spanish into English is an accurate representation of the document received by this office. This document is designated as:

Action for Adjudication of Substantive Rights

George Alves, Manager Translation Services of this company, certifies that John Deredita, who translated this document, is fluent in Spanish and standard North American English and is qualified to translate.

He attests to the following:

"To the best of my knowledge, the accompanying text is a true, full and accurate translation of the specified document."

Signature of George Alves

Subscribed and sworn to before me this 11th day of December 2003

Rosemary Brito
Notary Public, State of New York
No. 01BR6077317
Certificate filed in New York County
Qualified in Kings County
Commission Expires July 8, 2006

Sincerely,

Victor J. Hertz
President & CEO

Court II – Federal Court of Appeals

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9 pgs.

167.764/02 "Lufthansa Líneas Aéreas Alemanas S.A. Inc Med vs. EN Decree 577/02 s/ [Autonomous] Precautionary Measure

///nos Aires, the 19th of November of 2002.

AND WHEREAS, CONSIDERING:

1] That on pages 129/131 the Judge of the Court of First Instance rejected the precautionary measure requested by the complainant directed at suspension of the effects of Deceree 577/02, that according to the [complainant] party, would have dollarized the entirety of the airport fees for international flights, in respect to those that are paid by the complainant: landing fee [surcharge included], aircraft parking fee, jetway usage fee, flight watch fee and landing support fee.

To decide it in this manner, he pointed out that, preliminarily the exclusion of fees that are dealt with from the provisions of articles 8 and 9 of law 25.561 [insofar as they stipulate that for prices and tariffs of the concession contracts for public services that these fees shall be established in pesos at the rate of exchange one peso [$1] = one United States dollar [US$1] and orders their renegotiation], was expressly recognized by the granting State, through decree 577/02, a regulation that enjoys the presumption of legitimacy and that is executory.

He emphasized that from the conclusions themselves of the challenged decree, aviation activity is international by its own nature, from there, that in regard to the subject of fees their values are communicated and put into effect by the Argentina Republic and in the rest of the countries in the world, through the official communications system that the Argentine Air Force has, known as AIC, that is issued by the National Office of Air Transport of said Force. He added that historically those [fees] were expressed in United States dollars, since the international characteristics of the activity demands adopting for international flights a currency as a reference-value that is accepted by the air-commercial industry, especially when the fees are received by the transport companies from the passengers, generally at the time of issuance of their tickets that are expressed and received in that same currency, with which – in principle- they take part [handwritten NO!] of a supposed unjust enrichment insofar as it is admitted that the air transport companies could collect – as collection agents – the fees from passengers in the same currency in which they receive the fares, and then they pay the concessionaire and the other receiving bodies [Air Force, Immigration, etc] at the exchange parity of US$1 = $1.

Insofar as the existence of a supposed danger in the delay, he asserted

that the allegations made by the complainant lacked substance because they had not verified – not even summarily – that the patrimonial damage being produced presently from the collection of the tax would be impossible to repair subsequently.

2] On page 130, the complainant appealed; remedy that was granted on page 133 and set up on pages 164/172.

3] That precautionary measures tend to prevent during the lapse that inevitably occurs between the initiation of the process and pronouncement of the final decision, that any circumstance come up unexpectedly to make impossible or more difficult the forced execution or turn the results useless of the definitive decision . [Court IV "Godoy" of 3DEC92]. Insofar as the issuance of all safeguards implies the anticipation of an eventual favorable judgment, the credibility of the law should come up in an evident way from the elements at work in the case, resulting, otherwise the exhaustive analysis of the relationships that link the parties, whose nature and extent have been made subsequently more difficult [Court v Correo Argentino S,A." of 16MAR01].

In order that the remedy requested may proceed, it is necessary that the danger of an irreparable harm be verified. Otherwise, one does not issue decisions based on precautionary measures whose objective coincides partially or totally with that of the complaint and exceeds the provisions of article 230 of the C.P.C. & C., whose aim is merely conservative and tends to ensure the efficiency of the final judgment. The mere implication of eventual damages is not sufficient for granting the precautionary measure.

4] That article 8 of law 25.561 stipulates that starting from the sanction of the law in contracts signed by the Public Administration under regulations of public law, among which are those of public service and works, that the clauses of adjustments in dollars or other foreign currencies and the index clauses based on price indexes of other countries and any other index mechanism have no effect. Similarly, it established that the prices and tariffs resulting from said clauses are established in pesos at the exchange rate of one peso [$1] = one United States dollar [US$1]. In article 9, it authorized the National Executive Branch to renegotiate the contracts included in article 8 and in the case of the contracts whose objective is the provision of public services, it stipulated that they should take into consideration the following criteria: 1] the impact of the tariffs on the competitiveness of the economy and in the distribution of the revenue; 2] the quality of the services and investment plans, when these have been anticipated contractually; 3] the interest of the users and the

accessibility of the services; 4] the security of the systems involved and 5] the profitability of the companies. For these aims of the law, a Bicameral Monitoring Commission was created imposing on it the duty of control, verification and giving opinions on the actions of the PEN.

That the law referred to established the public emergency and the reform of the exchange system and responded to the imperious needs that come from the special crisis situation through which the country is passing. In this framework – among other measures adopted – it regulated the restructuring of debts, in the course of execution, affected by the new exchange system instituted under article 2.

For its part, law 25.565 – of General Budget of the National Administration for the Fiscal 2002 – it authorized PEN "to set the values, or if appropriate, scales and amounts to apply to the airport fees which were to be received by the Argentine Air Force that are referred to in decree no. 500 of the 2nd of June of 1997. In no case could the increases or reductions to be enforced be more than TWENTY PERCENT [20%] over the current ones..."

Exercising the authorization granted by law 25.561, the PEN dictated decree 293/2002. In its conclusions it said that all contracts to be renegotiated – including those of public services and works – overlap different areas and contain a great diversity of clauses and contractual mechanisms of execution in respect to the rights and obligations assumed by the parties as well as that related to the tariff system and the impact that this could have on the exchange system reform. For those reasons, it was ordered to centralize the contract renegotiation procedure in order to adapt the application of homogeneous criteria on behalf of the National State in all cases. In article 1 of the regulation by which the Ministry of Finance was placed in charge of the renegotiation of the contracts covered under article 8 of law 25.561 that have as their objective the provision of public services and works, it considered the national system of airports, among others, as one of those covered by contract renegotiation. In article 20 it created the Commission for Renegotiation of Public Services and Works Contracts, which would be responsible for advising and assisting the Ministry of Finance in the task entrusted by the decree. By decree 1535/02 the Renegotiation Commission was established.

5] That from the normative plexus pointed out in the previous Conclusion it

should be considered, in a preliminary analysis and within the provisional framework of the attempted remedy, that the desire of the legislator is aimed at including in the renegotiation process all those public services and works contracts affected by the modification in the exchange rate stipulated in article 2 of law 25.561 in accordance with the criteria considered for that purpose in article 9 of the regulation. It is in this way that the fees that are applied by virtue of a contract of public law signed by the administration, among which are found the concession contract of the National System of Airports, would seem to be included, prima facie, within those provided for by the law. That being so, only in the definitive judgment and not at this time is when one can make a more exhaustive examination of the contract alluded to, and especially the part concerning the complex structure of the tariff schemata.

Having made this qualification, the clarification formulated by article 2 of decree 577/2002 in regard to the "entirety of the aeronautical fees of the tariff tables for international flights, including bordering countries, are in United States dollars; the ones that can be paid in their equivalency in pesos considering the exchange rate of the United States dollar according to the type of free exchange in effect at the time of the payment" – exchange rate then modified by "the type of seller exchange of the Banco de la Nación Argentina, corresponding to the close of operations of the workday immediately prior to the payment" [article 2 of decree 1910/02]; an advance decision would seem to be important in respect to the process of renegotiation of the contracts confronted by the National State directed at the adequate provision of service that constitutes the principal objective of the activity and that is in the midst of the substantiation process in order that all the concerned parties may be heard. An opposing interpretation that would allow only some of the latter, ahead of time, to make alterations in the prices and tariffs, prima facie, would deprive the legislative administration of its true sense. [Court IV "Community Association Belgrano C and others vs. E.N. – PEN decree 577/02 and other s/ relief" – Inc. measured – of the 24th of September of the present year].

That the conclusion above could not, in principle, be understood as an affectation of the rights of the Concessionaire Aeropuertos Argentina 2000 S.A. and / or the Argentine Air Force because of the sole circumstance that within the tariff system that herein is analyzed, some of the fees that the complainant should pay would have been expressed in United States dollars. In this aspect, the obligations originated in the administrative contracts ruled by public law norms would have been modified totally in accordance with the regulation of emergency sanctioned

by the National Congress, and therefore, would not seem reasonable to accommodate motives of exception confirming an unequal and unjust treatment that would imply favoring unjustly the airport service concessionaire company and/or the Argentine Air Force versus the operators of other services that, together with the rest of the country's population, was seen affected by the national economic crisis [conf. aforementioned judgment].

6] That the ratification of decree 577/02 by the decree of necessity and urgency 1910/02 [article 1] does not manage to upset the aforementioned bearing in mind that said regulation could not modify, in principle, a law issued by the National Congress to regulate the emergency.

7] This affirmed, and pondering in the case under examination that with more credibility of the law one does not have to be so demanding in regard to the configuration of the damage, it is appropriate to admit the remedy attempted by the complainant.

In this state, it corresponds to exercise the authorities that emanate from article 204 of the C.P.C. &C. in order to ensure the rights of all the subjects involved in the matter. As a consequence, let it be ordered that the providers of services – Aeropuertos Argentina 2000 S.A. and the Argentine Air Force – should invoice the airport fees indicated in the first paragraph of Conclusion I] at the exchange rate of pesos to United States dollars that results from the free exchange market and deposit to their patrimonies only the value of one peso for each United States dollar. On the difference between said parity and that of the free exchange market for said operations, a judicial attachment is ordered and this [the difference] shall be deposited in cash by the lenders within the subsequent twenty-four [24] in a fixed term account in dollars, automatically renewable every thirty [30] days in the name of these proceedings and to the order of the presiding judge in the Banco de la Ciudad de Buenos Aires, Tribunales Branch. The measure is granted, indistinctly, until there is a definitive decision in the administrative headquarters or until the renegotiation is completed of the concession contract in the name of Aeropuertos Argentina 2000 S.A. under the terms of laws 25.561 and 25.565.

The measure shall make possible that, in the event the attempted action is successful, said funds shall be returned to the users of the services. To that end, the concessionaire and the Argentine Air Force shall submit a copy of the receipt for monies paid in dollars or in pesos according to the exchange rate of the day of payment and record it on the receipt as well as the bank account or credit card where

the sum shall be deposited to reimburse the user in the case that it how it is decided. For those purposes, the latter should accompany these records, within the fifth day, receipt of the respective bank deposit and report detailing each operation of the complainant and the exchange rate of the national currency in regard to the mentioned foreign currency taken on account for the performance of the respective calculations. SO BE IT ORDERED.

Record, notify, officially inform the Presidency of the Nation – Legal and Technical Clerk-, Ministry of Production – Ministry of Transportation- Argentine Air Force – Aviation Regional Command – Aeropuertos Argentina 2000 S.A., the Banco de la Ciudad de Buenos Aires, Tribunales Branch and the Bicameral Monitoring Commission of the Nation's Congress [article 20 law 25.561] and return.

Signature- illegible
M.I. GARZON DE CONTE GRAND

Signature – Illegible
JORGE HECTOR DAMARCO

Signature- illegible
MARTHA HERRERA

CARLOS JOSE MASSIA
FEDERAL CLERK

Dr. Marta Herrera said:

1] That I adhere to what has been stated by my colleagues preliminary opinions in conclusions 1 through 4 of the preceding vote.

I dissent partially, on the other hand, with the attachment system that is being placed on the resulting sums of the invoices of the airport fees for international flights – landing fee, aircraft parking fee, jetway usage fee, flight watch fee and landing support fee, that they admit to be effected at the exchange rate of pesos-United States dollar that results from the free exchange market; according to which they can deposit for now in their patrimonies only the value of one peso for each United States dollar.

This insofar as from my perspective, such a decision can be made when dealing merely with conjectural questions, but what in principle turns out to be prohibited in the framework of a specific question submitted for a jurisdictional decision.

2] That the complainant initiated this autonomous precautionary measure requesting the suspension of the effects of Decree 577/02 that "dollarized" the entirety of the airport fees for international flights, with respect to those that are paid by them: landing fees [surcharge included], aircraft parking fee, jetway usage fee, flight watch fee and landing support fee.

3] Prior to analysis of the requirements that make the viability of the remedy under examination, it should be pointed out that, the attempted precautionary measure means the issuance of an innovative measure, since just as the complainant expressed and verified – vid. is. 68; 73; 78; 86, 90, 92 and 93 -, the respondents have already invoiced using the value of the dollar in the free exchange market.

On this matter, in relation to this type of safeguard, and in view of the fact that they alter the state of fact or of existing law before the petition of its issuance, its appreciation should be strict since its granting exceeds the maintenance of the existing status at the time of the hindrance of the complaint, since it orders, without the intervention of a judgment of merit, that something is done or stopped being done in the opposite sense of one represented by the existing situation [just as Court I of this Court in re "Asociación Civil Cruzada Civica para la DCUSP [Inc.Med.] vs. EN [Decrees 1494 and 1167/97], Ministry of RNAH [Res. 1103/98] s/ process of knowledge" of 13JUL00]

4] That this now affirmed, and in relation to the requirement of the credibility of the law, it should be emphasized that the attempted precautionary measure demands the study of a normative complex block issued once the Economic Emergency was declared by law 25.561 that imposed, in what is of interest herein, the modification of the system of contracts executed by the Public Administration under regulations of public law. In that framework, decree 293/02 was issued; a decree that considered the national airport service included in the renegotiation of the contracts stipulated by the referred –to law. Said decree was later modified, complemented and/or regulated by at least fourteen regulations [information obtained from www.infoleg.gov.ar] . Being emphasized punctually decree 577/02 ratified by the decree of necessity and urgency no. 1910/02.

That without prejudice that the proposed analysis of the regulations be excessive, from my perspective, in the limited cognitive framework of the precautionary measures themselves, in proceedings one does not form prima face the

the credibility in law required for the justification of the attempted safeguard.

Be advised that in the case under examination, the collection should receive an even more special effort if it is kept in mind that just as is merited in the majority vote, the process of renegotiation of contracts confronted by the National State directed at adequate provision of service that constitutes the principal objective of the activity, is in the midst of the process of substantiation in order to hear all the concerned parties.

Judicial intervention in this state of things in which specifically competent organs intervene in the activity without their having issued even the act that causes the state, appears to be at the very least, premature. And this insofar as the request for correction of the administrative work in the framework of a precautionary and provisional claim that demands the interpretation of a normative complex whole without prima facie evidence of a manifest violation of individual rights caused by the Executive Branch in its performance of the specific function of administering the State.

To accede to that requested in the situation described would imply the risk of invasion, without sufficient justification as of now, the zone of reserve of administrative power- vid. in the same sense my vote in re "Petroquimica Cuyo SAIC- Inc. Med" of 12 NOV02-.

On this matter, it should be pointed out that of the conclusions of decrees No. 577/02 and No. 1910/02, it can be gathered that the Executive Branch had especially kept in mind the characteristic of the activity that the aviation commercial industry possesses, whose tariff system is of an international nature, and is subject to rules contained in contracts of that nature, in accordance with principles that in areas of the aviation fees come about from the specialized international bodies [International Civil Aviation Organization, Latin American Commission of Civil Aviation and the International Air Transport Association] – vid. the seventh conclusion of decree 1910/02-.

That, in this preliminary analysis of the matter, it would seem that the international character of the aviation commerce is what would define the decision adopted in the decree in crisis. Note, in effect, the different modality stipulated for domestic flights – article 1] decree 577/02-.

5] That in relation to danger in delay, the second essential requirement for the justification of the requested measure, the complainant expresses that the liquidation and payment of fees in accordance with the decree in question, implies a monthly loss on the order of $700,000.

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167.764. "Lufthansa Líneas Aéreas Alemanas S.A. Inc Med vs. EN Decree 577/02 s/ [Autonomous] Precautionary Measure

On this matter, one cannot but note that the damage that could result from resolution of the illegitimacy of the system imposed at the opportune procedural moment, appears by its pecuniary nature, susceptible of further reparation through corresponding channels.

Apart from that, the complainant besides calculating the amount they would have to pay, has not demonstrated that it is not in conditions to comply, or that it would represent a serious harm to the continuance of the activity that it performs.

Due to the aforesaid, I vote to confirm the decision dictated on pages 126/128. BE IT SO ORDERED.

Record, notify and return.

Signature- illegible
MARTA HERRERA

Stamp of the Federal Contentious-Administrative Court
Book of Judgments
Recorded on page illegible 1279 Volume 2

Before me
Signature – illegible
CARLOS JOSE MASSIA
Federal Clerk